

REMARKS

Claims 35, 39, 40, 50-110, 114-130 are pending in this application. Claims 40,
65-67 and 76-82 have been allowed. Claims 61, 63, 70, 71, 97, 108 and 123 were
5 objected to.

The specification has been amended to correct typographical errors pointed out by
the Examiner.

Claims 70 and 71 are amended to more particularly claim the invention.

Claim 123 is amended to include all the limitations of Claim 121 in response to
10 the Examiner's suggestion that, amended as such, Claim 123 would be allowable.

Claims 111-113 have been cancelled.

Claims 70 and 71 were rejected under 35 U.S.C. § 112.

Regarding Claims 70 and 71,

Claim 70, as amended, recites:

15 70. *A method for configuring a product having at least one selectable feature, the method
comprising:
receiving, from a customer, a selection of a feature of the product at a
configuration application of a seller of the product;
communicating the received selection from the configuration application to a
20 | supplier system of a supplier to the seller;
receiving from the supplier system an automated response to the communicated
received selection, the automated response including an availability date
of the selected feature;
updating an in-process bill of materials based upon the availability date of the
25 selected feature; and
using the updated in-process bill of materials to determine a first availability date
of the product, the first availability date of the product being based on at
least the availability date of the selected feature; and
providing the first availability date of the product to the customer,
30 wherein the automated response includes a plurality of availability dates, each of
the plurality of availability dates associated with a different price of the
selected feature.*

Claim 71, as amended, recites:

71. *A method for configuring a product having at least one selectable feature, the method comprising:*

5 *receiving, from a customer, a selection of a feature of the product at a configuration application of a seller of the product;*
 communicating the received selection from the configuration application to a supplier system of a supplier to the seller;
10 *receiving from the supplier system an automated response to the communicated received selection, the automated response including an availability date of the selected feature;*
 updating an in-process bill of materials based upon the availability date of the selected feature; and
15 *using the updated in-process bill of materials to determine a first availability date of the product, the first availability date of the product being based on at least the availability date of the selected feature;*
 providing the first availability date of the product to the customer;
 providing to the customer a second product price associated with the second availability date of the product;
20 *providing to the customer a determined second availability date of the product;*
 providing to the customer a first product price associated with the first availability date of the product; and
 providing to the customer a second product price associated with the second availability date of the product;
25 *wherein the automated response further includes a plurality of availability dates associated with the selected feature, each of the plurality of availability dates associated with a different price of the selected feature.*

Regarding Claims 70 and 71 the Examiner states “In claim 70 and 7[1] the

30 applicant uses ‘supplier’ to identify patentable distinct characteristics of an organization involved in executing the claimed invention, however, those distinct organizations are not made clear in the claims as written.” The Examiner further states “[t]he applicant does not differentiate a supplier from a seller when describing the system configuration options that may arise depending on the nature of the business involved and the

35 relationship between the parties involved (e.g., consumer, retailer, wholesaler, manufacturer, distributor, or vendor to manufacturer).” In response, the Applicant has

amended to further define the “*supplier system*” as a system “*of a supplier to the seller.*”
The Applicant believes that this amendment adequately characterizes “supplier system”
in terms of a party having a functional relationship with the seller. The Applicant does
not believe it necessary to further define the exact type of entity that the “*supplier to the*
5 *seller*” may be. In various embodiments, a supplier to the seller could be any of a
manufacturer, distributor, wholesaler, etc.

With regard to Claim 70 the Examiner states, “[t]here is insufficient antecedent
basis for ... a plurality of availability dates, each of the plurality of availability dates
associated with a different price of the selected feature.” The Applicant traverses this
10 statement. Antecedent basis is required when claim language refers to a previously
discussed element. For example, when referring to “*the automated response*,” it is proper
to refer to the element using “the” rather than “a” to indicate that this is the same element
previously mentioned in the claim: This connects the elements of Claim 70. In Claim 70
there is sufficient antecedent basis for “*the automated response*,” because the automated
15 response is first discussed on line 7 of Claim 70. In contrast, the claim language
“*wherein the automated response includes a plurality of availability dates, each of the*
plurality of availability dates associated with a different price of the selected feature”
introduces “*a plurality of availability dates*” for the first time. Thus, no antecedent basis
is needed for this element.

20 Claim 71 has been amended to eliminate repeated claim elements as suggested by
the Examiner.

Claims 35, 50-51, 55-56, 60, 68-69, 72-74, 83-87, 91-92, 96, 98-99, 103-107, 109-110, and 118-119 were rejected under 35 U.S.C. 103(a) as being unpatentable over Henson (U.S. Patent 6,167,383) in view of Kennedy (UK Patent Application GB 2,302,427 A)

5 **Regarding Claim 35:**

Claim 35 recites,

10 35. *A method for configuring a product that is associated with a number of configurable features, wherein the method allows a customer to dynamically interact with a seller of the product over the Internet during the configuration, the method comprising:*
15 *receiving into a configuration application of the seller a selected feature;*
 communicating from the seller to a manufacturer the selected feature;
 receiving from the manufacturer over the Internet an automated response to the communicated selected feature, the automated response including an
20 *availability date that corresponds to the selected feature; and*
 updating an in-process bill of materials to reflect the selected feature and the availability date;
 wherein the availability date received from the manufacturer over the Internet is provided to or by a supply chain planning (SCP) system.

The transactions of Kennedy are distinguished by that fact that they are preceded by a forecasting step. For example, on page 12 lines 13-31, Kennedy teaches that seller 50 “generates [a] forecast request 52 on site 22 for delivery to site 30.” It is the Applicant’s understanding that the purpose of this forecasting to provide the seller with 25 all the supply commitments that they need prior to receiving actual orders from a customer. The forecasting is responsive to projected need rather than an actual customer request. The Applicant finds this purpose to be contrary to the invention as recited in Claim 35, which relates to an automated determination of supply after a selection has been received from a customer.

Specifically, regarding Claim 35, the Examiner admits on page 9 of the current Office Action:

5 Henson fails to disclose communicating from the seller to a manufacturer the selected feature, receiving from the manufacturer over the internet an automated response to the communicated selected feature, and wherein the availability date received from the manufacturer over the Internet is provided to or by a supply chain planning (SCP) system.

10 The Examiner then describes characteristics of Kennedy. However, it is not clear to the Applicant how the various characteristics of Kennedy teach those claim elements that are admitted as not being taught by Henson.

For example, it is not clear to the Applicant how Kennedy teaches, “*receiving from the manufacturer over the Internet an automated response to the communicated selected feature, the automated response including an availability date that corresponds* 15 *to the selected feature.*” This claim language includes communicating availability data from a manufacturer regarding a feature that has already been selected by a customer. In Kennedy, availability data is provided by a “site model” in the form of a promise in response to a request from a seller as part of a forecasting step, not in response to a customer selection. At the time the availability data is communicated a customer has yet 20 to make a request for an item. The communication, therefore, cannot be “*an automated response to the communicated selected feature.*”

In fact, Kennedy appears to teach that no further communication from a site model is necessary once a customer has selected a feature. See, for example, page 12 lines 27-30 which teach “[t]hat simple action [of fulfilling a request 62] did not require 25 replanning through site 22. Effectively, the ability of site 22 to satisfy request 62 had been pre-computed in the form of promise 54,” (emphasis added). Thus, Kennedy

teaches that availability is managed *prior* to a specific customer request and *not after* a request is received. This is in direct contradiction with the claim language “*receiving from the manufacturer over the Internet an automated response to the communicated selected feature, the automated response including an availability date that corresponds to the selected feature.*” Therefore, it is the position of the Applicant that Kennedy,
5 rather than teaching the claim elements suggested by the Examiner, teaches directly away from the language of Claim 35.

Further, it is not clear to the Applicant that there is any teaching in Kennedy, either during forecasting or actual transactions, of a “*response*” that is “*automated*” as
10 recited in Claim 35. The Applicant, therefore requests that the Examiner specifically point out such teaching or allow Claim 35, and those claims that depend therefrom.

Because Kennedy does not teach “*receiving from the manufacturer over the Internet an automated response to the communicated selected feature, the automated response including an availability date that corresponds to the selected feature*” for at
15 least the reasons discussed above, and the Examiner admits that these language of Claim 35 is not taught by Henson, it is the Applicant’s position that the cited references do not teach all of the limitations of Claim 35, even in combination.

Regarding Claim 50,

Claim 50 recites:

20 50. The method of claim 35, further comprising: repeating the steps of receiving into a configuration application a selected feature, communicating to a manufacturer the selected feature, receiving from the manufacturer an automated response including an availability date, and updating a number of times until the
25 configuration is complete thereby yielding a completed bill of materials.

It is the position of the Applicant that Claim 50 is allowable for at least the reasons discussed above with respect to Claim 35 from which it depends.

Further, as in Claim 35, Claim 50 relates to “*receiving from the manufacturer an automated response*” to a feature that has already been selected by a customer. In Claim 50 the “*automated response*” includes “*an availability date*.” While the Examiner suggests that this is taught by the online configuration process of Henson, the Applicant respectfully points out that in Henson this there is no communication with a manufacturer that is separate from the seller, much less a communication that could be interpreted as teaching this claim language. Further, Kennedy teaches that supply should be “promised” prior to a communication with a buyer. Thus, in Kennedy there would be no purpose to providing an “*automated response*” including “*an availability date*” in response to a customer “*selected feature*,” as recited in Claims 35 and 50.

Regarding Claim 51,

Claim 51 recites:

51. *The method of claim 35, wherein the step of receiving from the manufacturer an automated response including an availability date is preceded by the step of communicating the selected feature to a vendor.*

It is the position of the Applicant that Claim 51 is allowable for at least the reasons discussed above with respect to Claim 35 from which it depends.

Further, Claim 51 recites a “*vendor*” which is a fourth party in addition to the seller, customer and manufacturer of Claim 35. The Applicant is unable to find any teaching within Kennedy that a customer selection is conveyed to three additional parties other than the customer. The Applicant, therefore, requests that the Examiner point out such a teaching or allow Claim 51.

Regarding Claims 56 and 60,

It is the position of the Applicant that Claims 56 and 60 are allowable for at least the reasons discussed above with respect to Claim 35, from which Claims 56 and 60 depend.

5 Regarding Claim 55,

Claim 55 recites:

55. The method of claim 35, further comprising: deriving, from the in-process bill of materials, an in-process manufacturing bill of materials that reflects the received availability date that corresponds to the selected feature.

10

It is the position of the Applicant that Claim 55 is allowable for at least the reasons discussed above with respect to Claim 35 from which it depends.

Further, with regard to Claim 55, the Examiner cites Henson col. 6 lines 18-67 and states, “Examiner interprets the process of configuring a machine to be the process of
15 updating an in-process bill of material.” However, the Applicant respectfully points out that Claim 55 recites both an “*in-process bill of materials*” and “*an in-process manufacturing bill of materials*.” The Applicant is unable to identify a teaching of “*an in-process manufacturing bill of materials*” in the cited text, much less one that is derived from a separate “*in-process bill of materials*,” as recited in Claim 55. The Applicant,
20 therefore, requests that the Examiner specifically point out teachings in the cited art of both an “*in-process bill of materials*” and “*an in-process manufacturing bill of materials*,” or allow Claim 55.

Regarding Claim 68,

Claim 68 recites:

68. *A method for configuring a product having at least one selectable feature, the method comprising:*
5 *receiving, from a customer, a selection of a feature of the product at a configuration application of a seller of the product, the seller being a seller of the product to the customer;*
communicating the received selection from the configuration application to a supplier system of a supplier to the seller;
10 *receiving from the supplier system an automated response to the communicated received selection, the automated response including an availability date of the selected feature;*
updating an in-process bill of materials based upon the availability date of the selected feature; and
15 *using the updated in-process bill of materials to determine a first availability date of the product, the first availability date of the product being based on at least the availability date of the selected feature; and*
providing the first availability date of the product to the customer.

With regard to Claim 68 the Examiner suggests that “*communicating the received*
20 *selection from the configuration application to a supplier system of a supplier to the seller,*” and “*receiving from the supplier system an automated response to the communicated received selection, the automated response including an availability date of the selected feature*” are taught by Kennedy page 4 lines 17-35 and page 5 line 23 through page 6 line 4. The Applicant traverses this suggestion. As discussed above with
25 respect to Claim 35, the first information communicated from the seller 50 to site model 22 in Kennedy is based on a forecast that may or may not be correct and is not a “*received selection.*” This communication may result in a promise of supply from the site model 22. Further, the Applicant is unable to find any teaching that this promise is automatic.

30 A second communication from seller 50 to site model 22 is implied by the teaching “Site 34 then places request 62 through seller 50 for the same product as request

52,” (Kennedy pg 12 lines 22-23). However, at this point Kennedy teaches, “[t]hat simple action did not require replanning through site 22. Effectively, the ability of site 22 to satisfy request 62 had been pre-computed in the form of promise 54,” (Kennedy pg 12 lines 27-30). Thus, Kennedy teaches that by the time an actual order is received from a customer there is no need to address the issue of supply availability with a supplier to the seller. This is in direct contradiction to the limitations of Claim 68, which includes “receiving from the supplier system an automated response to the communicated received selection, the automated response including an availability date of the selected feature.”

Regarding Claim 69,

10 **Claim 69 recites:**

69. The method of claim 68, wherein the automated response is generated by a manufacturer of the selected feature.

With regard to Claim 69 the Examiner again cites Kennedy page 4 lines 17-35 and page 5 line 23 through page 6 line 4. The Applicant has reviewed this text and is unable to identify any teaching of an “automated” response. It is highly possible that the supplier of Kennedy would respond to each request for a commitment to future supply by having a human employee manually evaluate the request and determine a response. The difference between an automatic and manual response is significant. In Kennedy a manual response would be satisfactory since the response concerns supply that is not yet requested by a customer, the response may be regarding supply for a time days or weeks away. In contrast, the response recited in Claims 68 and 69 is the result of a customer selection and is used for “providing the first availability date of the product to the customer.” This can achieve the result of real-time feedback to the customer. The Applicant therefore requests that the Examiner specifically point out teaching of an

“automated response is generated by a manufacturer,” within the cited text, or allow
Claim 69.

Regarding Claims 72-74,

It is the position of the Applicant that Claims 72-74 are allowable for at least the
5 reasons discussed above with respect to Claim 68 from which they depend.

Regarding Claim 83,

Claim 83 recites:

83. *A method for configuring a product having at least one configurable feature, the
method comprising:*
10 *receiving, from a customer, a selection of a feature of the product, at a
configuration application of a seller of the product, the seller being a
seller of the product to the customer;*
*communicating the received selection from the configuration application of the
seller to a supplier system of a manufacturer, the manufacturer configured*
15 *to supply the feature to the seller;*
*receiving from the manufacturer an automated response to the communicated
received selection, the automated response including an availability date
of the selected feature or a price of the selected feature;*
updating an in-process bill of materials using the automated response;
20 *using the updated in-process bill of materials to determine an availability date of
the product and a price of the product based on the received selection;*
and
*providing, to the customer, the determined first availability date of the product
and the determined price of the product.*

25 The Applicant believes that Claim 83 is allowable for at least the reasons
discussed above with respect to Claims 35, 50 and 68. Specifically, the art cited by the
Examiner in Kennedy does not teach an *“automated response”* to *“the communicated
received selection”* wherein *“the automated response includ[es] an availability date of
30 the selected feature or a price of the selected feature.”*

Further, Claim 83 also recites, *“communicating the received selection from the
configuration application of the seller to a supplier system of a manufacturer, the*

manufacturer configured to supply the feature to the seller.” Regarding these claim limitations the Examiner states, “[a] master scheduling software system may be used to selectively plan use of, for example, manufacturing capacity or the supplying facility to meet selected forecast orders based on predetermined criteria,” (bottom of page 16,

5 current office action). However, it is not clear to the Applicant that this is “*a supplier system of a manufacturer*” rather than a supply management system of the seller 50 of Kennedy. The Applicants, therefore, request that the Examiner point out teaching in Kennedy showing “*a supplier system of a manufacturer*” to which the “*received selection*” is communicated, and which results in an “*automated response*” being

10 received “*from the manufacturer,*” “*including an availability date of the selected feature or a price of the selected feature,*” or allow Claim 83 and those claims that depend therefrom.

Regarding Claim 84,

It is the position of the Applicant that Claim 84 is allowable for at least the

15 reasons discussed above with respect to Claim 83 from which it depends.

Regarding Claim 85,

Claim 85 recites:

85. *A method for configuring a product that is associated with a number of configurable features, wherein the method allows a customer to dynamically interact with a*

20 *seller of the product over the Internet during the configuration, the method comprising:*

receiving into a configuration application of the seller a selected feature, from the customer;

communicating from the seller to a manufacturer the selected feature;

25 *receiving from the manufacturer an automated response including an availability date that corresponds to the selected feature; and*

updating an in-process bill of materials to reflect that selected feature.

The Applicant believes that Claim 83 is allowable for at least the reasons discussed above with respect to Claims 35, 50 and 68. Specifically, the art cited by the Examiner in Kennedy does not teach an “*automated response*” to “*the communicated received selection*” wherein “*the automated response includ[es] an availability date of*
5 *the selected feature.*”

Further, the preamble of Claim 85 recites, “*wherein the method allows a customer to dynamically interact with a seller of the product over the Internet during the configuration.*” It is the position of the Applicant that this language further distinguishes the “*automated*” method of Claim 85 from the system of Kennedy which does not appear
10 to teach an “*an automated response*” to a “*a selected feature, from the customer,*” wherein the “*automated response*” includes “*an availability date that corresponds to the selected feature.*” Without an “*automated response,*” the dynamic interaction with the seller would be impractical. Therefore, the Applicant respectfully requests that the Examiner point out these limitations of Claim 85 within the cited art, or allow Claim 85
15 and those claims that depend therefrom.

Regarding Claim 86,

It is the position of the Applicant that Claim 86 is allowable for at least the reasons discussed above with respect to Claim 85 from which it depends.

Regarding Claim 87,

20 It is the Applicant’s position that Claim 87 is allowable for at least the same reasons as Claim 85 from which it depends, as well as the reasons discussed above with respect to Claim 51.

Regarding Claim 91,

It is the Applicant's position that Claim 91 is allowable for at least the same reasons as Claims 85, 92, and 96 from which it depends, as well as the reasons discussed above with respect to Claim 55.

5 Regarding Claims 92 and 96,

It is the Applicant's position that Claims 92 and 96 are allowable for at least the same reasons as Claim 85 from which they depend.

Regarding Claim 97,

10 It is the Applicant's position that Claim 97 is allowable for at least the same reasons as Claim 85 from which it depends, as well as the reasons discussed above with respect to Claim 55.

Regarding Claim 98,

Claim 98 recites:

15 98. *A system for configuring a product that is associated with a number of configurable features, wherein the system allows a customer to interact with a supplier of one or more of the configurable features over the Internet during the configuration, the system comprising:*
20 *a configuration application of a seller configured for receiving a selection of a feature of the product from a customer, and for validating a number of constraints associated with the selected feature, the constraints relating to compatibility between the selected feature and other features of the product or availability of the product including the selected feature, the seller being a seller of the product to the customer;*
25 *a communication module coupled to the configuration application for communicating the selected feature from the seller to a supplier, and for receiving over the Internet an availability date of the selected feature from the supplier to the configuration application, the supplier being a supplier of the selected feature to the seller; and*
30 *a first storage area coupled to one of the configuration application and the communication module for storing an in-process bill of materials that reflects the selected feature.*

Regarding Claim 98, the Examiner states “Kennedy teaches the managing of a supply chain model represents a chain of supply, the supply chain model comprising: ...” and implies that this teaches “*a communication module coupled to the configuration application [of a seller] for communicating the selected feature from the seller to a supplier, and for receiving over the Internet an availability date of the selected feature from the supplier to the configuration application, the supplier being a supplier of the selected feature to the seller.*” The Applicant traverses this statement. As discussed above with respect to Claim 35, the teachings of Kennedy include a communication of a forecast to a site model in order to generate a promise of supply. Kennedy does not appear to teach communication of an actual selection. Rather, Kennedy teaches that since a promise has been obtained such a communication is not needed after a selection has been made.

Further, because in Kennedy the communication, relating to supply availability, occurs before the customer has made any selection, the system of Kennedy does not teach “*allows a customer to interact with a supplier of one or more of the configurable features over the Internet during the configuration,*” as recited in Claim 98. Therefore, the Applicant respectfully requests that the Examiner point out teaching with in the cited art of interaction between the customer and the supplier during the configuration process, or allow Claim 98 and those claims that depend therefrom.

Regarding Claims 99, 103-107 and 109-110,

It is the Applicant’s position that Claims 99, 103-107 and 109-110 are allowable for at least the same reasons as Claim 98 from which they depend. Further, Claims 103 and 104 are also allowable for the reasons discussed above with respect to Claim 55.

Regarding Claim 118,

It is the Applicant's position that Claim 118 is allowable for at least the same reasons as Claim 98.

Regarding Claim 119,

5 It is the Applicant's position that Claim 119 is allowable for at least the same reasons as Claim 118, from which it depends.

Claims 39, 52-59, 62, 64, 75, 88-90, 93-95, 100-102, 111-117, 120-122, and 124-130
10 were rejected under 35 U.S.C. 103(a) as being unpatentable over Henson and Kennedy in view of Conklin et al. (U.S. Patent 6,141,653).

Regarding Claim 39,

Claim 39 recites:

15 39. *A method for selling a configurable product incorporating at least one feature to be selected by a customer, the method comprising:*
(a) receiving a feature selection at a seller;
(b) updating an inventory library based upon the received selection to reflect constraints imposed by the received feature selection, the constraints relating to a technical feature limitation, a price limitation or availability of the configurable product;
20 *(c) providing the received selection to a supplier;*
(d) receiving information from the supplier comprising at least one of availability date and price for the received selection;
(e) where customer desires are not satisfied, providing at least one of a customer desired availability date and a customer desired price for the selection;
25 *(f) providing accommodation data from the supplier, the accommodation data responsive to the at least one of the customer desired availability date and the customer desired price for the selection; and*
(g) updating at least one of a manufacturing bill of materials, a pricing bill of materials, and a configuration bill of materials based on the received selection;
30 *wherein the customer desires comprise either at least one of a plurality of availability dates or at least one of a plurality of prices, for the selected feature.*
35

It is the Applicant's position that Claim 39 is allowable for at least the same reasons as Claim 35.

Regarding Claim 39, the Examiner admits:

5 Henson and Kennedy fail to teach, where customer desires are not satisfied, providing at least one of a customer desired availability date and a customer desired price for the selection, providing accommodation data from the supplier, the accommodation data responsive to at least one of the customer desired availability date and the customer desired price for the selection and wherein the customer desires comprise either at least one of a plurality of available dates or at
10 least one of a plurality of prices for the selected feature.

The Examiner suggests that Conklin teaches these aspects of Claim 39 and that it would have been obvious to one of ordinary skill in the art to combine the teachings of Conklin with those of Henson and Kennedy. The Applicant traverses this statement.

15 First, it is the position of the Applicant that Conklin does not teach a three party negotiation, merely a two party negotiation in a field of art other than product configuration, Kennedy teaches merely communication regarding supply to a third party manufacturer prior to an initial request by a customer, and Henson teaches only a two party system. It is the Applicant's position that combination of this art could, at most,
20 yield a three party system in which negotiations took place between the two of the three parties. Even in combination, the cited art does not teach extending negotiations to involve a third party manufacturer, as recited in Claim 39. Thus, even in combination the cited art does not teach all the limitations of Claim 39.

Second, in Claim 39 the "*accommodation data*" comes "*from the supplier*" rather
25 than from the seller. In contrast, Conklin teaches a negotiation process between merely two parties, such as a seller and customer. For example, on page 24 of the current Office Action the Examiner characterizes Conklin by stating "[t]he system allows a

buyer/participant to search and evaluate seller information” (two parties) and “[t]he system provides comprehensive interactive bargaining abilities for both buyers and sellers,” (two parties). The Applicant is unable to identify any teaching within Conklin of an accommodation that is passed from a supplier (to a seller), to a customer, as suggested by the Examiner. Thus, the teachings of Conklin and Kennedy in combination at best produce a system wherein accommodation data was passed from the seller to the customer, but not exchanged with a supplier, as recited in Claim 39.

Third, the Applicant is unable to identify any teaching within Conklin of customer desires that include “*at least one of a plurality of availability dates or at least one of a plurality of prices,*” as recited in Claim 39. It is the Applicant’s position that Conklin does not teach this aspect of Claim 39 because Conklin does not teach feature selection in the product configuration context, e.g., in a context where there are multiple components of a single product to be negotiated. The Applicant is unable to identify teaching in Conklin of “*customer desires comprise either at least one of a plurality of availability dates or at least one of a plurality of prices, for the selected feature.*”

Further, the Examiner suggests that it is old and well known in the art to have the capability to negotiate multiple variables such as prices, terms, conditions, etc. interactively with a buyer. However, the Applicant points out that this is not necessarily true when the negotiations include a third party as in Claim 39. It is the Applicant’s position that it is not well known in the art for a customer to negotiate through a seller to a supplier to the seller, as recited in Claim 39.

Finally, obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching,

suggesting, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *in re Fine*, 837 F.2d 1071, 5 USPQ 2d 1596 (Fed. Cir. 1988) and *In re Jones*, 938 F.2d 347, 21 USPQ 2d 1941 (Fed. Cir. 1992). Regarding obviousness, the Examiner states:

5 It would have been obvious to one of ordinary skill in the art at the time of the applicant's invention to include a multivariate negotiation engine with Henson and Kennedy since Kennedy teaches the customer may be able to choose to have it for a low price bust a week later than requested, or by the date requested but 10% higher price.

10 However, in Kennedy communication regarding supply availability to the site model (suggested by the Examiner to teach supplier) occurs only before the actual customer selection and is taught not to be needed before the selection. Without post selection communication there would be no way to engage in a negotiation process that includes
15 the supplier of Claim 39. The combination suggested by the Examiner is therefore contrary to the teachings of the references rather than "obvious."

 Further, as motivation for combining the cited art the Examiner cites "cost advantage," eliminating a need for physical presence, and "reduc[ing] overall cost of the transaction for both the customer and company." The Applicant respectfully points out
20 that these supposed advantages, as suggested by the Examiner, would be met by combining Conklin with a two party system such as Henson. Once achieved in this combination they do not provide further motivation to combine Conklin with Kennedy.

 For the above reasons, it is the Applicant's position that, even in combination, the cited art does not appear to teach all of the limitations of Claim 39.

Regarding Claim 52,

It is the Applicant's position that Claim 52 is allowable for at least the same reasons as Claim 35, from which it depends.

Regarding Claim 53,

5 It is the Applicant's position that Claim 53 is allowable for at least the same reasons as Claim 35, from which it depends, and also Claim 39.

Regarding Claim 54,

Claim 54 recites:

10 54. *The method of claim 35, wherein the availability date received from the manufacturer is in response to a customer specified price communicated to at least one of the seller and manufacturer.*

Regarding Claim 54, the Examiner cites Conklin col. 13 line 66 through col. 14 line 31 as teaching "in response to the received price being unsatisfactory to the
15 customer, communicating a customer specific price to at least one of the seller and manufacturer." The Applicant respectfully points out that the teaching suggested by the Examiner is significantly different than the language of Claim 54. Specifically, Claim 54 recites "*the availability date ... in response to a customer specified price,*" while the Examiner suggests that Conklin teaches communicating a customer specific price in
20 response to a price, not to an "*availability date*." The Applicant is unable to find teaching of an availability date received responsive to a customer specified price in the cited art, much less where the availability date is received from a party more than one step in the supply chain from the buyer. The Applicant, therefore, request that the Examiner point out such teaching or allow Claim 54.

Regarding Claims 57 and 59,

It is the Applicant's position that Claims 57 and 59 are allowable for at least the same reasons as Claims 35 and 56 from which they depend.

Regarding Claim 58,

5 It is the Applicant's position that Claim 58 is allowable for at least the same reasons as Claim 35 and 56 from which it depends, and also the reasons discussed with respect to Claim 54.

Regarding Claims 62 and 64,

10 It is the Applicant's position that Claims 62 and 64 are allowable for at least the same reasons as Claim 39 from which they depend.

Regarding Claim 75,

It is the Applicant's position that Claim 75 is allowable for at least the same reasons as Claim 73 from which it depends, as well as the reasons discussed with respect to Claim 54.

15 **Regarding Claim 88,**

It is the Applicant's position that Claim 88 is allowable for at least the same reasons as Claim 85 from which it depends.

Regarding Claim 89,

20 It is the Applicant's position that Claim 89 is allowable for at least the same reasons as Claim 85 from which it depends, and also reasons discussed with respect to Claim 39.

Regarding Claim 90,

It is the Applicant's position that Claim 90 is allowable for at least the same reasons as Claim 85 from which it depends, and also reasons discussed with respect to Claim 35.

5 Regarding Claim 93 and 95,

It is the Applicant's position that Claims 93 and 95 are allowable for at least the same reasons as Claim 92 from which they depend.

Regarding Claim 94,

10 It is the Applicant's position that Claim 94 is allowable for at least the same reasons as Claim 85, from which it depends, and also Claim 54.

Regarding Claim 100,

15 It is the Applicant's position that Claim 100 is allowable for at least the same reasons as Claim 98 from which it depends. Further, The Applicant respectfully points out that Claims 100-102 are toward a system not a method and a system suggested by the Examiner.

Regarding Claim 101,

It is the Applicant's position that Claim 101 is allowable for at least the same reasons as Claim 98 from which it depends, and also reasons discussed with respect to Claim 39.

20 Regarding Claim 102,

It is the Applicant's position that Claim 102 is allowable for at least the same reasons as Claim 98 from which it depends, and also reasons discussed with respect to Claim 54.

Regarding Claims 114, 115 and 117,

It is the Applicant's position that Claims 114, 115 and 117 are each allowable for at least the same reasons as Claims 35 and 39. For example, the cited art does not appear to include a three party negotiation nor does it appear to include an automated response
5 from a manufacturer.

Regarding Claim 116,

It is the Applicant's position that Claim 116 is allowable for at least the same reasons as Claim 115, from which it depends.

Regarding Claim 120,

10 It is the Applicant's position that Claim 120 is allowable for at least the same reasons as Claim 114 from which it depends, and also Claim 35. For example, the cited art does not appear to include an automated response from a manufacturer.

Regarding Claim 121,

It is the Applicant's position that Claim 121 is allowable for at least the same
15 reasons as Claim 39. For example, the cited art does not teach negotiation in a three party system.

Regarding Claims 122 and 124,

It is the Applicant's position that Claims 122 and 124 are allowable for at least the same reasons as Claim 121, from which the depend.

20 **Regarding Claim 125,**

125. *A system for selling a configurable product incorporating at least one feature to be selected by a customer from a catalog of selectable features, the system comprising:
an inventory library coupled to a configuration engine of a seller of the
25 configurable product, the inventory library configured for providing the*

catalog of selectable features, the catalog of selectable features
corresponding to a particular configurable product;
a user interface coupled to the configuration engine using the Internet, the user
interface for displaying the catalog of selectable features and for receiving
5 customer desires; and
a supplier system coupled to the configuration engine using the Internet, the
supplier system being associated with a supplier of the at least one feature
to the seller of the configurable product and being configured for
providing at least one of availability information and price information to
10 at least one of the user interface, the configuration engine, and the
inventory library, and for providing accommodation data to the
configuration engine in automated response to customer desires
communicated to the supplier system, the configuration engine for
validating the customer desires against constraints associated with the
15 selectable features, for determining whether the at least one of availability
information and price information meet customer desires, and for
communicating specific customer desires to the supplier system.

Regarding Claim 125 the Examiner states “[c]laims 88-90, 93-95, 100-103, 114,
20 112, 124, 125 ... recite substantially the same limitations as that of Claims 52-54, 57-59,
62, 64, 117 and 121 with the distinction of the recited method being a method and a
system. The Applicant traverses this statement. The Applicant respectfully points out
that Claim 125 is a system not “a method and a system” as suggested by the Examiner.
Further, Claim 123 recites “a supplier system” characterized by a number of limitations
25 not found in any of the other pending claims. Specifically, the limitations:

a supplier system coupled to the configuration engine using the Internet, the
supplier system being associated with a supplier of the at least one feature to the
30 seller of the configurable product and being configured for providing at least one
of availability information and price information to at least one of the user
interface, the configuration engine, and the inventory library, and for providing
accommodation data to the configuration engine in automated response to
customer desires communicated to the supplier system, the configuration engine
for validating the customer desires against constraints associated with the
35 selectable features, for determining whether the at least one of availability
information and price information meet customer desires, and for communicating
specific customer desires to the supplier system

are not found in any other pending claim. Therefore, the Applicant requests that the Examiner point out teachings of these limitations, or allow Claim 125 and those claims that depend therefrom.

Regarding Claims 126 and 127,

- 5 It is the Applicant's position that Claims 126 and 127 are allowable for at least the same reasons as Claim 125, from which they depend.

Regarding Claim 128,

 It is the Applicant's position that Claim 128 is allowable for at least the same reasons as Claim 35.

10 **Regarding Claims 129 and 130,**

 It is the Applicant's position that Claims 129 and 130 are allowable for at least the same reasons as Claim 128, from which they depend.

CONCLUSION

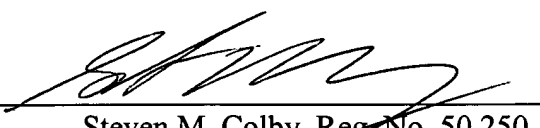
Upon consideration of the above remarks, Applicants submit that the application is in condition for allowance, and respectfully request the issuance of a Notice of Allowability.

Respectfully submitted,

Yuri Smirnov

Date: April 20, 2005

By: _____


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